HIGH COURT OF UTTARANCHAL AT NAINITAL

Writ Petition No. 427 (MS) of 2001
Old No. 20314 of 1993

Sh. Gurudip Singh ..... Petitioner

Vs

State of U.P. and others ..... Respondents

Dated:- 29-9-2004

Hon'ble Rajesh Tandon J.

By the present writ petition the petitioner has prayed for issue of a writ, order or direction in the nature of certiorari quashing the order dt. 23-11-1992.

Briefly stated in pursuance of the order passed by State of U.P. issuing the order for grant of the lease to the individual Cooperative Societies of the Forest land, a policy was made and the lots were given in pursuance of the public auction.

In pursuance of the aforesaid policy, the lease deed was to be executed after due approval by the Conservator Forest. In pursuance of the aforesaid approval made by the conservator of Forest, the order was passed that the auction has been approved and the petitioner has been given lease of lot No. 16 and 16(A)/91-92.

Counsel for the petitioner has submitted that the petitioner has sown the crops over the land in dispute.

On 19th September 1992, the State Government has issued letter to the Chief Conservator of Forest and to the Managing Director of Forest Corporation, Lucknow that the State Government has abolished the system of giving the lease of Forest land to the individual and to the Cooperative Societies for agricultural purpose. Counsel for the petitioner has referred

that clause 28 (da) in the lease deed, the same is quoted below:-

> *"28 (da) YADI VAN VIGHAG KO LEASE MEDI GAYEE BHUMI KI AVASYAKTA PADI TO LEASE HOLDERS KO LEASE SHUDA BHUMI VAN VIGHAG KO FASAL KATNE KE THRANT BADD VAPAS DENI HOGI TAKKI UNKI FASAL KA NUKSAN NA HONE PAYE LEASE HOLDERS SE VAPAS MIL GAYEE BHUMI KA LEASE RENT SHESH AVADHI KE LIYA LEASE HOLDERS KO VAPAS KAR DI JAYEGI."*

On 23-11-1992, the petitioner has been directed to hand over the possession to the department, as the land is required for forest conservation. The petitioner had challenged the said order. Infact the lease in question was given to the petitioner for a period up to 31-8-1994 as will appear from paragraph 12 of the writ petition. Paragraph 12 of the writ petition is quoted below:-

> *"That the lease was given to the petitioner for a period upto 31-8-1994 and the petitioner also deposited the stamps duty and there is no such discussion in the impugned order regarding the return of rent for the remaining period, therefore, the opposite party No. 3 without following the terms and conditions of the agreement and the order of State Government, passed illegal order against the petitioner"*

Admittedly, the period of the grant of the lease has already expired long ago i.e on 31-8-1994.

If the petitioner is still in possession, liberty is given to the petitioner to apply for fresh lease.However, if the application has already been made by the petitioner, the same shall be considered on merits.

Subject to the aforesaid observation the writ petition has become infructuous as the period of lease has already expired.

In view of the above observation, the writ petition is disposed of. No order as to costs.

Dated:- 29-9-2004 ***(RAJESH TANDON J.)***

M.K.